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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DAVID FLOYD, *et al.*,

Plaintiffs,

-against-

CITY OF NEW YORK, *et al.*,

Defendants.

KELTON DAVIS, *et al.*,

Plaintiffs,

-against-

CITY OF NEW YORK, *et al.*,

Defendants.

JAENEAN LIGON, *et al.*,

Plaintiffs,

-against-

CITY OF NEW YORK, *et al.*,

Defendants.

08 Civ. 1034 (AT)

10 Civ. 699 (AT)

12 Civ. 2274 (AT)

This Agreement, by and between Mylan Denerstein (Monitor) and New York City (City) amends the Agreement between the Monitor (Peter Zimroth) and the City, dated February 5, 2015, submitted to Judge Analisa Torres of the United States District Court, Southern District of New York and approved and So Ordered by Judge Torres on February 6, 2015. (ECF Dkt. No. 478). This amended Agreement is effective as of the last date signed below (Start Date) and, unless sooner terminated, shall terminate upon the termination by the Court of the Monitor's duties. The Monitor and the City are sometimes referred to individually as a Party and together as the Parties.

1. PROJECT DESCRIPTION AND PURPOSE

1.1 This agreement is for the payment by the City of reasonable costs and fees incurred by the Monitor, Monitor staff, and consultants and experts hired by the Monitor for the monitor work described in *Floyd v. City of New York*, 959 F. Supp. 2d 668 (SDNY 2013), as modified by Torres Order dated July 30, 2014. (ECF Dkt. No. 466).

2. FEES

- 2.1 Fees during 2013 and 2014 up to October 31, 2014. There will be no charge for fees recorded during this period by the Monitor or any other Monitor staff or consultants.
- 2.2 Monitor legal fees from January 13, 2022, going forward. The fee for the Monitor's service will be \$43,750 per month pursuant to Torres Order dated January 13, 2022 (ECF Dkt. No. 502). There will be no additional fees for other personnel from Gibson, Dunn and Crutcher, LLP, (Gibson Dunn) who are currently contemplated to participate in monitor work (two associates, one paralegal, secretaries, and library personnel). If the work of those Gibson Dunn personnel (other than the Monitor) substantially exceed the current expectations of the Monitor, or if it is contemplated that other Gibson Dunn personnel will be added to the Monitor team, the Monitor and the City will consider whether any prospective changes should be made to this agreement.
- 2.3 Fees for consultants, experts and other staff from November 1, 2014, going forward. Fees for work performed by the following personnel will be charged at the hourly rates described below.

Monitor's Team.

- 2.3.1 Richard Jerome, \$375 per hour
- 2.3.2 Jane Perlov, \$250 per hour
- 2.3.3 Anthony Braga, \$250 per hour
- 2.3.4 Demosthenes "Monte" Long, \$200 per hour
- 2.3.5 Jennifer Eberhardt, \$200 per hour
- 2.3.6 James E. McCabe, \$200 per hour
- 2.3.7 John MacDonald, \$200 per hour
- 2.3.8 James Yates, \$200 per hour
- 2.3.9 Rudolph Hall, \$200 per hour

Researchers for Alternative Studies.

- 2.3.10 Rob Voigt, \$200 per hour
- 2.3.11 Nick Camp, \$200 per hour

Legal Experts for Alternative Studies.

- 2.3.12 Barry Kamins, \$200 per hour
- 2.3.13 Priscilla Hall, \$200 per hour
- 2.3.14 Barry Cozier, \$200 per hour
- 2.3.15 Neil Firetog, \$200 per hour
- 2.3.16 J. Kevin McKay, \$200 per hour
- 2.3.17 Patricia Williams, \$200 per hour
- 2.3.18 John Leventhal, \$200 per hour
- 2.3.19 Efrain Alvarado, \$200 per hour
- 2.3.20 Leonard Austin, \$200 per hour
- 2.3.21 Denis Boyle, \$200 per hour
- 2.3.22 Jeffrey Cohen, \$200 per hour
- 2.3.23 Angela Mazzealli, \$200 per hour

2.4 Fees for expert services. The following organizations will be paid for the work described below.

- 2.4.1 CUNY Institute for State and Local Governance (ISLG) will conduct one of the two court-mandated studies that constitute the Monitor's studies. ISLG's study will examine NYPD body-worn camera footage to address questions about the NYPD's compliance with the Fourth and Fourteenth Amendments in police-citizen encounters. Specifically, the study will examine issues of legal compliance, appropriate documentation, and escalation in police-citizen encounters, and racial disparities in each of these areas. The cost of the study from January 1, 2022 through December 31, 2022 was \$1,502,381.. The costs from January 1, 2023 through April 30, 2024, the projected completion date, will be \$1,670,000.
- 2.4.2 Pursuant to a certain agreement dated October 20, 1983, by and between the Research Foundation of the City University of New York (the "RF") and CUNY, the RF will act as the fiscal agent for ISLG and administer funds for this Agreement. The RF, acting as ISLG's fiscal agent under the agreement dated October 20, 1983, will prepare invoices in accordance with Section 4.2 of this Agreement.
- 2.4.3 A research team, comprising of staff and students from Stanford University, University of Michigan and Northwestern University, (Stanford Team), will conduct the second of the two court-mandated studies, using machine learning techniques to analyze body-worn camera footage (Stanford Study). The cost of the study will be \$529,310 from February 1, 2023 to April 2024, the projected completion date of the study.
- 2.4.4 The Stanford study will be using a language service provider, Ubiquis, for transcriptions of body-worn cameras. The costs for transcriptions for the two studies will be \$326,600 (included in the costs of the study in Paragraph 2.4.3). Ubiquis will prepare invoices in accordance with Section 4.2 of this Agreement.
- 2.4.5 The Stanford study will also be using Axon's evidence.com for automatic

transcription of body-worn cameras. The costs of automatic transcriptions will be \$59,640 for 2,840 hours, based on Axon's estimate of \$0.35/minute (included in the costs of the study in Paragraph 2.4.3).

- 2.5 Additional staff and experts. It is contemplated that the Monitor may hire additional consultants, experts, and staff for the Monitor work under this agreement. At that time, this agreement will be amended to reflect the terms for fees and compensation of those consultants, experts and staff.

3. COSTS AND EXPENSES

- 3.1 Costs and Expenses during 2013 and 2014, up to October 31, 2014. The Monitor will submit for payment actual out of pocket costs and expenses recorded during this period by the Monitor or any other Monitor staff or consultants.
- 3.2 Costs and expenses from January 13, 2022. The Monitor and Gibson Dunn will be reimbursed for actual out of pocket costs and expenses from January 13, 2022. There will be no additional charge for certain administrative services supplied by Gibson Dunn -- e.g., conference rooms, clerical assistance, library -- as long as the use of these administrative services does not exceed current expectations or capacity. Should these administrative costs and expenses exceed the current expectations of the Monitor, appropriate prospective changes will be made to this Agreement.
- 3.3 Costs and expenses from November 1, 2014, going forward for consultants and experts. Reasonable costs and expenses by the consultants, experts and staff, including travel, meals, lodging and other out of pocket expenses will be reimbursed by the City. Meals for consultants, experts and staff who do not live in New York City will be reimbursed on the basis of the federal government's GSA per diem rate for meals for New York City (modified as appropriate to reflect only meals actually paid by the consultant, expert or staff member).

4. PAYMENT SCHEDULE

- 4.1 Payment of the Monitor's fees will be made monthly beginning one month after Start Date.
- 4.2 Consultants and experts will submit their invoices monthly directly to the City. These invoices will include charges for fees, costs and expenses. Payment on such invoices will be made within 30 days of receipt.
- 4.3 The first invoice submitted by the Monitor and any consultant or expert will include any fees and expenses incurred prior to the date submitted, including expenses listed in Section 3.1.
- 4.4 Periodically, an invoice will be sent to the City covering Monitor and Gibson Dunn out of pocket expenses. Payment will be made within 30 days of receipt.

For the Monitor:

By: Mylan D. Denerstein

Name: Mylan Denerstein, Monitor

Date: June 5, 2023

For the City:

By: Nancy B. Savasta

Name: Nancy B Savasta

Title: Chief Risk Management Division

Date: June 9, 2023

SO ORDERED.

Dated: June 12, 2023
New York, New York



ANALISA TORRES
United States District Judge